

OFFICE OF THE DISTRICT & SESSIONS JUDGE, PANIPAT

TENDER NOTICE

Sealed tenders are invited from reputed, competent and responsible outsource companies/organizations/agencies having sufficient experience for allotment of work contract for maintenance of cleanliness/sanitation and maintenance of greenery and plantation for Judicial Court Complexes at Panipat and Samalkha.

The covered area and the open area of abovesaid Judicial Complexes for maintenance of cleanliness/sanitation is given below:

Sr. No.	Name of the Judicial Court Complex	Covered Area of Complex (including entrance lounges, Staircase/ramps, corridors, rooms, toilets etc. which is required to be cleaned by Sweepers)	Open Area (Required to be cleaned by Sweepers including internal Roads of the Complex etc.)
1.	Judicial Court Complex, Panipat	16091.88 Sqm	10180.30 Sqm
2.	Judicial Court Complex, Samalkha	4232.00 Sqm	4615.00 Sqm

The area of abovesaid Judicial Complexes for maintenance greenery and plantation is given below:

Sr. No.	Name of the Judicial Court Complex	Grassy Lawn	Trees & Shrubs	Hedge	Pots
1.	Judicial Court Complex, Panipat	5812 Sqm	1225 Nos.	318 Rmt.	600-700 Nos.
2.	Judicial Court Complex, Samalkha	2069 Sqm	1116 Nos.	551 Rmt	250-300 Nos.

The tenders be submitted for deployment of 30 number of Sweepers (24 for Judicial Court Complex, Panipat and 06 for Judicial Court Complex, Samalkha) and 07 number of Mali (03 for Judicial Court Complex, Panipat and 04 for Judicial Court Complex, Samalkha), at the rates approved by the **Nigam Wage Rates** as applicable to District Panipat (Category-II) initially for a period of one year.

Interested outsource service providers/contract agencies, holding license under the Contract Regulation and Abolition Act, 1970, may submit their

tenders giving their complete bio-data including past experience/contract, if any, to this office on or before **29.05.2025 by 4.30 p.m.** This office will not take any responsibility for any postal delay and tender received after date, will not be accepted. The tender will be opened by the Committee so constituted for the purpose, in the presence of Tenderers or their authorized representatives who may choose to attend the opening of tenders on **31.05.2025 at 3.00 p.m.** The service provider/agencies shall comply with the provisions of Labour Laws of Minimum Wages Act, B.S.I. (Basic Substance Isolation), P.F. maturity benefits etc. and ensure the compliance thereof. The detailed terms and conditions can be obtained from the website of this office: <https://panipat.dcourts.gov.in/> under the head **TENDER.**

**Sd/-
District & Sessions Judge,
Panipat.**

Conditions:

1. Conditional and telegraphic tenders shall not be accepted.
2. The Committee constituted for the purpose, reserve the right to accept or reject any or all the tenders without assigning any reason.
3. Registration number is necessary.

TERMS AND CONDITIONS FOR ENGAGEMENT OF SWEEPERS

Description of place and area to be maintained and cleaned by the Agency:

Sr. No.	Name of the Judicial Court Complex	Covered Area of Complex (including entrance lounges, Staircases/ramps, corridors, rooms, toilets etc. which is required to be cleaned by Sweepers)	Open Area (Required to be cleaned by Sweepers including internal Roads of the Complex etc.)	No. of Sweepers to be employed
1.	Judicial Court Complex, Panipat	16091.88 Sqm	10180.30 Sqm	24
2.	Judicial Court Complex, Samalkha	4232.00 Sqm	4615.00 Sqm	06

Description of Work:

The Agency shall be responsible for maintenance/cleanliness of respective Judicial Courts Complexes at Panipat and Samalkha including surrounding area and for proper and efficient cleaning on all days of week except Sunday, of all floors including entrance, lounges, Staircases/ramps, corridors, rooms, toilets, etc. including all sanitary fitting i.e. urinals, wash basins, glazed tiles, sinks, water coolers, etc. with brooms and swabbing them with water mixed with detergent and liquid phenyl etc. including dusting in the courts, cleaning of window panes, rooms, doors, terrace, projections, all approach roads, walls, removal of webs, cleaning of related parts/parks and car garages and court rooms, retiring rooms, Pantry, Record Rooms, Staff Rooms, Common area, stairs, Ramps, Balconies, Bathrooms on all the floors along with roof terraces and facade of the entire building, security room road parking area/open drains, Canteen and surroundings on the prescribed intervals as well as any other item, equipments, fittings, furniture, fixtures including carpets mats etc. within the Complex. The agency has to engage suitable number of female workers for the cleaning and sweeping of the ladies washrooms. Cleaning would include cleaning of curtains, carpets, buckets, wash basin, toilet seats and other items in toilets, placing of fresh air fresheners, soap and toilet rolls in bathrooms/toilets, Cleaning of toilets, dry and wet scrubbing of floor area of the entire buildings dusting/cleaning of windows doors, almirahs furniture, fans, tubes, electric fittings, sanitary fittings, glass panes, window panes, equipments, computers and all appliances subservient to the use of the premises etc. so as to keep them stain free and removal of cobwebs. The Cleaning agent shall be non-acidic and non-corrosive. It should not damage or diminish shine of any of the fittings and fixtures. Without prejudice to the

generality of the foregoing, the agency shall be required to perform regular cleaning general duties. Agency shall be required to get done:-

- (i) The daily operation of sweeping, swabbing and cleaning of all the areas as mentioned above shall be finished between 7:00 am to 8:30 am. Thereafter, the sweepers shall remain present on each floor from 9:30 am to 5:00 p.m. for maintaining the level of cleanliness by repeatedly swabbing the floors and cleaning the Urinals and Toilets. Timing may be changed as per requirement and cleaning at more frequent intervals and even on holidays and Sunday is required to be done as directed by the office from time to time.
- (ii) Clean all glass panes, china ware, sanitary fittings etc. with standard cleaning agents periodically and dry thereafter so as to ensure that glass and shine does not fade or diminish
- (iii) Clean spotlessly all the articles in the rooms, bathrooms-toilets and in common areas and arrange neatly thereafter.
- (iv) Perform pest control operations in all the rooms, public areas, open areas/ drains as frequently as required so that at no time rats, flies, lizards, mosquitoes, Insects, pets etc., are seen,
- (v) Clean chocked floor traps, W.Cs etc.
- (vi) Clean garbage, fallen leaves, dirt etc. in open areas such as parking lots, lawns, internal roads etc. and surroundings once daily basis.
- (vii) Clean the roofs/ terraces of all the buildings at least once in a month and as and when required.
- (viii) Cleaning of baskets, bins, disposing off all the collected refuse at designated site (Twice a day and as and when required.)
- (ix) Proper drainage of all drains (internal/ external), Main holes, septic tanks on daily basis and cleaning of Water Tanks as and when required.
- (x) The agency shall be bound to rectify defects/ shortcomings pointed out by the Official designated by this Office for inspecting the cleanliness work immediately, failing which the District & Session Judge/Civil Judge(Sr. Division) will be entitled to take action as per the penalty clause.
- (xi) Material and articles i.e. Phenyl Liquid, Detergent Washing Powder, Homocol Tablets, Acid, Liquid Soap, Collin, Odonil, Glass Duster, Foam, Toilet Brush, Coarse Fibred Jharu (Jharu Bans), Fine fibred Jharu, Floor Duster, Hession Cloth etc., will be supplied by the Department to the Service Provider which shall be used for day to day sweeping, swabbing and cleaning operation at the site.

General Terms and Conditions:

1. No request for the increase of rates shall be entertained during the period of contract. If the contract is extended after one year at the rates as determined as per the terms and condition of the allotment, in such case the agency shall be bound to continue to provide the services and under no circumstances the agency will be allowed to exit/quit during the course of extended contract period. In case of failure to comply with these conditions, the earnest money shall stand forfeited automatically and Agency shall also be liable to pay damages/compensation equal to the costs incurred by the office in making alternative arrangements besides the black listing of the agency.
2. Agency shall deposit the Employees Provident Fund and ESI from the wages of the labourers so engaged as per provisions of Minimum Wages Act of Labour Department Haryana or as permissible in accordance with relevant Acts, applicable, from time to time.
3. For the purpose of proper identification of persons deployed at various points, Agency will himself issue them the identity cards/identification documents duly approved by the D&SJ or the officer designated by him and they will be duty bound to display the identity cards at the time of duty. Agency/Contractor will not employ any person below the age of 18 years or the persons involved in any crime or connected with any case pending in any Judicial Courts at Panipat, and Samalkha.
4. The agency shall be duty bound to render the cleaning in respect of the area mentioned in the contract to the entire satisfaction of the District & Sessions Judge, Panipat.
5. If any complaint regarding non working of any worker is found, the agency will replace that worker with a suitable trained worker, immediately. The Agency will provide a suitable who shall be equally skilled/trained in his trade in the event of any worker is on leave or leaves job. It shall be liability of the "Agency" to provide such suitable substitute so that assigned work in the Judicial Court Complexes, Panipat and Samalkha may not be effected.
6. The agency should ensure that personnel deployed at site is properly groomed and trained to carry out their duties effectively and efficiently.
7. The agency will engage its own labour and manpower to execute the work satisfactorily as per the terms of allotment/agreement. Such persons engaged by the agency shall be its employees/representatives for all intents

and purposes. None of the staff, employees and representatives engaged by the agency or his/her heirs shall have any right to lay any claim against the department i.e. District & Sessions Judge, Panipat for the death, injury, disability arising out of the work carried in pursuance of this contract nor any right for employment, damages, dues or claims, will accrue claiming to be workman of department i.e. office of District & Sessions Judge, Panipat.

8. The list of workers deputed by the agency including the name of the worker with complete particulars indicating name, age, home address, qualification including one photograph alongwith the copies of the identity cards and a certificate regarding medical fitness and having no criminal police record, as referred in the clauses would be submitted by the agency within 15 days of allotment of the work and would also intimate the District and Sessions Judge, Panipat of any subsequent change in this regard, immediately. The authorized representative so provided by the Agency shall remain available from 08.45 a.m. to 05.00 p.m. for attending the complaints regarding the cleaning work or other issue.
9. The wearing of uniform during duty hours is mandatory for the workers deputed by the agency in District Courts Panipat and Sub Division Samalkha which shall be of reasonable quality and provided by the agency to its workers. Any person found without uniform shall be charged up to Rs.100/- per day as penalty for such lapse and penalty charges shall be recovered from the monthly bill of the contract. The District and Sessions Judge may however, increase the amount of penalty in the case(s) of repeated default, as deemed fit.
10. The agency shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, chewing of pan, smoking, loitering without work and would not cause any hindrance in the working place. The staff deployed should always be disciplined, properly dressed and be presentable all the time during duty.
11. The 'Agency' will ensure that all the personnel appointed by it are physically fit, free from disease and are otherwise capable to discharge their duties. Agency staff will not entertain their visitors in the Court premises.
12. The 'Agency' would pay the minimum wages to their employees as per the norms fixed by competent authority and agency shall alone be responsible for compliance of all applicable labour legislation. It shall be the sole responsibility and liability of the 'Agency' to defend any action or

infringement of any statutory provision and to bear the cost of defending such actions.

13. The 'Agency' shall also be required to comply with the safety requirements and provide his workmen with safety equipment where necessary.
14. It shall be the responsibility of the 'Agency' to deposit all taxes, including the ESI, EPF and Service Tax/GST or any other cess in respect of personnel employed by it regularly with the respective departments, if any leviable.
15. The service provider shall on the execution of agreement and providing services to the department, not violate, breach and contravene any condition of any agreement entered with any third party/ies. The Agency shall not sublet the work.
16. If the Department notices that the personnel of the service provider has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the service provider who will take corrective steps immediately to avoid recurrence of such incidents and reports to the Department.
17. If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Department or itself can take action in accordance with law.
18. The service provider shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performance by the service provider of its obligations under this agreement.
19. The Agency shall be responsible for any kind of damage to the furniture, electrical and sanitary fixtures etc. while doing day to day works of sweeping, swabbing and cleaning. The agency shall be responsible for paying the recovery of amount of any loss caused by its employee(s).
20. The Agency shall maintain daily records of the names and the complete particulars of its workers which will be engaged by it for the cleaning operation and daily report of Panipat Head-quarter shall be sent to the Civil Judge (Senior Division), Panipat and that of Samalkha to Additional Civil Judge (Senior Division), Samalkha. In case, the Agency is not able to deploy the total number of workers as per the detail mentioned above

against the both complex on daily basis, then proportionate deduction will be made from its monthly bill.

21. Agency shall be responsible for the welfare of the sweepers and the employees so engaged by it for the payment of wages and other statutory wages/ compensation and liabilities accruing to the employees engaged by it. The Agency shall also undertake to remain responsible without any reference to any other authority for any kind of accident/mishap etc. with its employees and also for any civil and criminal liability incurred by its employees. The department shall have no concern with any problem and liability incurred by the sweepers in any manner.
22. Inspection would be carried out by the representative of the department from time to time. During such inspection, the Agency or its authorised representative shall accompany the officials/Officers of the department. In addition, the department may carry out surprise inspection at any time during the week. In case of improper cleaning on any day, penalty may be levied for occasion by the department up to an amount of Rs.1000/-. Decision of the District & Sessions Judge, Panipat will be final in this regard.
23. The Agency shall be responsible for any profit or loss arising out of the contractual work. No objection in this regard shall be heard by the department.
24. Without prejudice to the generality of the above, the agency shall carry out such other jobs relating to the contract without any delay as may be assigned to it by this office.
25. The department reserve the right to get the services done from other parties at the cost of the Agency, if the services provided by the Agency are not found as per the prescribed standard wholly or partly.
26. The area mentioned in agreement for cleaning and sweeping services is tentative and can be increased/decreased as per the requirement of department.
27. The department shall not in any manner be concerned with the internal affairs of the Agency i.e. dispute and dissolution etc. or any other affairs between Agency & workers between workers & workers or between Agency and third party, between workers/Agency and third person including any employee of office or advocates or any person concerned with office of advocates or for any mishap during carrying of this job.

28. The decision of the District & Sessions Judge, Panipat or the officer designated by him with regard to the quality of work/services done by the Agency shall be final and acceptable to the Agency. The Agency will, therefore, rectify the defect so pointed out without any extra payment.

29. **Mode of Payment:**

- (a) The Agency shall pay the minimum wages to its employees as per the **Nigam Wage Rates** as applicable to District Panipat (Category-II).
- (b) The District & Sessions Court, Panipat shall make payment subject to the satisfactory performance of the services as well as compliance of all the terms and conditions of the agreement to the Company.
- (c) The payment will be processed on monthly basis after due verification. Payment of each month will be released within 15 days of submission of bill of each month.
- (d) The 'Agency' should be registered under GST and it will submit the GST challan along with the monthly bill.
- (e) The Agency should comply the statutory obligations like EPF/ESI/Service Tax/GST Tax etc.
- (f) The 'Agency' will maintain its Current Bank Account with any nationalized bank in Panipat, so that payment of bills may be made by District and Sessions Court, Panipat in the said Bank Account.
- (g) All payments made by the department shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961
- (h) The Service Provider shall give an undertaking each month in favour of the Department that he has complied with all his statutory obligations.
- (i) The Agency shall also have to submit the **security @10%** of the total contractual amount in the shape of FDR in favour of District & Sessions Judge, Panipat issued by a Nationalized Bank, which can be forfeited in case of any default. The said FDR shall be released/refunded after successful completion of the contract period.

30. Notwithstanding the expiry of the period of contract, the Department may direct the Agency to continue to provide the services in District and Sessions Court, Panipat and Sub Division, Samalkha till alternative arrangements are made. It is hereby agreed to and expected by the Agency to continue to provide the services covered by this agreement on receipt of return order from the Department in spite of the expiry of the period of the contract. If the Agency fails to comply with the orders of District and Sessions Judge, Panipat herein referred to above. It shall be liable to pay compensation/damages that may be assessed for making immediate and emergent arrangements.
31. Any point of different between the parties on the agreement concerning this agreement would be referred/considered by the representatives of the Department and the Agency.
32. In case of any occurring of any contingency concerning this agreement, the agency will take remedial to meet out such exigency.
33. All disputes and differences between the parties to agreement relating to or arising out of or concerning this agreement including interpretation of any condition or convent thereof shall be referred for arbitration to the Senior Most Additional District and Sessions Judge, Panipat. The arbitration award shall be final and binding on the parties. The venue of the arbitration proceedings shall be at Panipat. During the pendency of arbitration process the parties shall continue to perform their respective obligation under the agreement without prejudice to the final adjustment in accordance with award. The parties will not be entitled to raise any objection that the Arbitration is officer of the department with which contract has been made.
34. In case of unsatisfactory work, the department shall have the right to terminate the contract after giving a notice of one week. The office reserves the right to cancel the Contract and that will lead to blacklisting of the Agency for future contracts/tendering in the office upto five years and the security deposit shall be forfeited in whole. The contract if awarded, for a specific period, can be terminated at any time without assigning any reason, including suppression of material facts or false representation to this office in respect of the information so furnished by the Agency, whatsoever, even before the expiry of the contract period. If the agency is willing to exit from the contract, it may terminate the contract by giving at least 03 months notice in writing to District and Sessions Judge, Panipat.

TERMS AND CONDITIONS FOR ENGAGEMENT OF MALI

Description of place and area for maintenance greenery and plantation to be maintained by the agency:

Sr. No.	Name of the Judicial Court Complex	Grassy Lawn	Trees & Shrubs	Hedge	Pots	No. of Mali to be deputed
1.	Judicial Court Complex, Panipat	5812 Sqm	1225 Nos.	318 Rmt.	200 Nos.	3
2.	Judicial Court Complex, Samalkha	2069 Sqm	1116 Nos.	551 Rmt	200 Nos.	4

Description of Work:

Proper maintenance of greenery and plantation of the area given above in the Judicial Court Complexes at Panipat and Samalkha.

In general, the following duties shall be performed by the staff

1. Regular maintenance of lawns, trees, shrubs and flower beds.
2. Watering, pruning, mowing, weeding, fertilizing and pest control.
3. Replacement of dead or unhealthy plants.
4. Seasonal plantation and landscaping
5. Disposal of green waste.
6. Planting material, fertilizers, manure, pesticides etc. and planting tools will be supplied by the Department to the Service Provider as and when required.

General Terms and Conditions:

1. No request for the increase of rates shall be entertained during the period of contract. If the contract is extended after one year at the rates as determined as per the terms and condition of the allotment, in such case the agency shall be bound to continue to provide the services and under no circumstances the agency will be allowed to exit/quit during the course of extended contract period. In case of failure to comply with these conditions, the earnest money shall stand forfeited automatically and Agency shall also be liable to pay damages/compensation equal to the costs incurred by the office in making alternative arrangements besides the black listing of the agency.

2. Agency shall deposit the Employees Provident Fund and ESI from the wages of the labourers so engaged as per provisions of Minimum Wages Act of Labour Department Haryana or as permissible in accordance with relevant Acts, applicable, from time to time.
3. For the purpose of proper identification of persons deployed at various points, Agency will himself issue them the identity cards/identification documents duly approved by the D&SJ or the officer designated by him and they will be duty bound to display the identity cards at the time of duty. Agency/Contractor will not employ any person below the age of 18 years or the persons involved in any crime or connected with any case pending in any Judicial Courts at Panipat, and Samalkha.
4. The agency undertakes to perform all such work which is required for maintenance of greenery and plantation for Judicial Court Complexes, Panipat and Samalkha.
5. The agency shall be duty bound to render the horticulture services in respect of the area for which the contract has been allotted to the entire satisfaction of the District & Sessions Judge, Panipat.
6. If any complaint regarding non working of any worker is found, the agency will replace that worker with a suitable trained worker, immediately. The Agency will provide a suitable who shall be equally skilled/trained in his trade in the event of any worker is on leave or leaves job. It shall be liability of the "Agency" to provide such suitable substitute so that assigned work in the Judicial Court Complexes, Panipat and Samalkha may not be effected.
7. The agency should ensure that personnel deployed at site is properly groomed and trained to carry out their duties effectively and efficiently.
8. The agency will engage its own labour and manpower to execute the work satisfactorily as per the terms of allotment/agreement. Such persons engaged by the agency shall be its employees/representatives for all intents and purposes. None of the staff, employees and representatives engaged by the agency or his/her heirs shall have any right to lay any claim against the department i.e. District & Sessions Judge, Panipat for the death, injury, disability arising out of the work carried in pursuance of this contract nor any right for employment, damages, dues or claims, will accrue claiming to be workman of department i.e. office of District & Sessions Judge, Panipat.

9. The list of workers deputed by the agency including the name of the worker with complete particulars indicating name, age, home address, qualification including one photograph alongwith the copies of the identity cards and a certificate regarding medical fitness and having no criminal police record, as referred in the clauses would be submitted by the agency within 15 days of allotment of the work and would also intimate the District and Sessions Judge, Panipat of any subsequent change in this regard, immediately.
10. The wearing of uniform during duty hours is mandatory for the workers deputed by the agency in District Courts Panipat and Sub Division Samalkha which shall be of reasonable quality and provided by the agency to its workers. Any person found without uniform shall be charged up to Rs.100/- per day as penalty for such lapse and penalty charges shall be recovered from the monthly bill of the contract. The District and Sessions Judge may however, increase the amount of penalty in the case(s) of repeated default, as deemed fit.
11. The agency shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, chewing of pan, smoking, loitering without work and would not cause any hindrance in the working place. The staff deployed should always be disciplined, properly dressed and be presentable all the time during duty.
12. The 'Agency' will ensure that all the personnel appointed by it are physically fit, free from disease and are otherwise capable to discharge their duties. Agency staff will not entertain their visitors in the Court premises.
13. The 'Agency' would pay the minimum wages to their employees as per the norms fixed by competent authority and agency shall alone be responsible for compliance of all applicable labour legislation. It shall be the sole responsibility and liability of the 'Agency' to defend any action or infringement of any statutory provision and to bear the cost of defending such actions.
14. The 'Agency' shall also be required to comply with the safety requirements and provide his workmen with safety equipment where necessary.
15. It shall be the responsibility of the 'Agency' to deposit all taxes, including the ESI, EPF and Service Tax/GST or any other cess in respect of personnel employed by it regularly with the respective departments, if any leviable.

16. The service provider shall on the execution of agreement and providing services to the department, not violate, breach and contravene any condition of any agreement entered with any third party/ies. The Agency shall not sublet the work.
17. If the Department notices that the personnel of the service provider has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the service provider who will take corrective steps immediately to avoid recurrence of such incidents and reports to the Department.
18. If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Department or itself can take action in accordance with law.
19. The service provider shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performance by the service provider of its obligations under this agreement.
20. The Agency shall be responsible for any kind of damage while doing day to day regarding maintenance of greenery and plantation at Judicial Court Complexes at Panipat and Samalkha. The agency shall be responsible for paying the recovery of amount of any loss caused by its employee(s).
21. The Agency shall maintain daily records of the names and the complete particulars of its workers which will be engaged by it for the aforesaid purpose. In case, the Agency is not able to deploy the total number of workers as per the detail mentioned above against the both complex on daily basis, then proportionate deduction will be made from its monthly bill.
22. Agency shall be responsible for the welfare of the staff so engaged by it for the payment of wages and other statutory wages/compensation and liabilities accruing to the employees engaged by it. The Agency shall also undertake to remain responsible without any reference to any other authority for any kind of accident/mishap etc. with its employees and also for any civil and criminal liability incurred by its employees. The department shall have no concern with any problem and liability incurred by the staff in any manner.
23. Inspection would be carried out by the representative of the department from time to time. During such inspection, the Agency or its authorised

representative shall accompany the officials/Officers of the department. In addition, the department may carry out surprise inspection at any time during the week. In case of improper work on any day, penalty may be levied for occasion by the department up to an amount of Rs.1000/-. Decision of the District & Sessions Judge, Panipat will be final in this regard.

24. The Agency shall be responsible for any profit or loss arising out of the contractual work. No objection in this regard shall be heard by the department.
25. Without prejudice to the generality of the above, the agency shall carry out such other jobs relating to the contract without any delay as may be assigned to it by this office.
26. The department reserve the right to get the services done from other parties at the cost of the Agency, if the services provided by the Agency are not found as per the prescribed standard wholly or partly.
27. The department shall not in any manner be concerned with the internal affairs of the Agency i.e. dispute and dissolution etc. or any other affairs between Agency & workers between workers & workers or between Agency and third party, between workers/Agency and third person including any employee of office or advocates or any person concerned with office of advocates or for any mishap during carrying of this job.
28. The decision of the District & Sessions Judge, Panipat or the officer designated by him with regard to the quality of work/services done by the Agency shall be final and acceptable to the Agency. The Agency will, therefore, rectify the defect so pointed out without any extra payment.
29. **Mode of Payment:**
 - (a) The Agency shall pay the minimum wages to its employees as per the **Nigam Wage Rates** as applicable to District Panipat (Category-II).
 - (b) The District & Sessions Court, Panipat shall make payment subject to the satisfactory performance of the services as well as compliance of all the terms and conditions of the agreement to the Company.
 - (c) The payment will be processed on monthly basis after due verification. Payment of each month will be released within 15 days of submission of bill of each month.

- (d) The 'Agency' should be registered under GST and it will submit the GST challan along with the monthly bill.
 - (e) The Agency should comply the statutory obligations like EPF/ESI/Service Tax/GST Tax etc.
 - (f) The 'Agency' will maintain its Current Bank Account with any nationalized bank in Panipat, so that payment of bills may be made by District and Sessions Court, Panipat in the said Bank Account.
 - (g) All payments made by the department shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961
 - (h) The Service Provider shall give an undertaking each month in favour of the Department that he has complied with all his statutory obligations.
 - (i) The Agency shall also have to submit the **security @10%** of the total contractual amount in the shape of FDR in favour of District & Sessions Judge, Panipat issued by a Nationalized Bank, which can be forfeited in case of any default. The said FDR shall be released/refunded after successful completion of the contract period.
30. Notwithstanding the expiry of the period of contract, the Department may direct the Agency to continue to provide the services in District and Sessions Court, Panipat and Sub Division, Samalkha till alternative arrangements are made. It is hereby agreed to and expected by the Agency to continue to provide the services covered by this agreement on receipt of return order from the Department in spite of the expiry of the period of the contract. If the Agency fails to comply with the orders of District and Sessions Judge, Panipat herein referred to above. It shall be liable to pay compensation/damages that may be assessed for making immediate and emergent arrangements.
31. Any point of different between the parties on the agreement concerning this agreement would be referred/considered by the representatives of the Department and the Agency.
32. In case of any occurring of any contingency concerning this agreement, the agency will take remedial to meet out such exigency.

33. All disputes and differences between the parties to agreement relating to or arising out of or concerning this agreement including interpretation of any condition or convent thereof shall be referred for arbitration to the Senior Most Additional District and Sessions Judge, Panipat. The arbitration award shall be final and binding on the parties. The venue of the arbitration proceedings shall be at Panipat. During the pendency of arbitration process the parties shall continue to perform their respective obligation under the agreement without prejudice to the final adjustment in accordance with award. The parties will not be entitled to raise any objection that the Arbitration is officer of the department with which contract has been made.

34. In case of unsatisfactory work, the department shall have the right to terminate the contract after giving a notice of one week. The office reserves the right to cancel the Contract and that will lead to blacklisting of the Agency for future contracts/tendering in the office upto five years and the security deposit shall be forfeited in whole. The contract if awarded, for a specific period, can be terminated at any time without assigning any reason, including suppression of material facts or false representation to this office in respect of the information so furnished by the Agency, whatsoever, even before the expiry of the contract period. If the agency is willing to exit from the contract, it may terminate the contract by giving at least 03 months notice in writing to District and Sessions Judge, Panipat.

FORM TO BE FILLED BY THE SERVICE PROVIDER/CONTRACT AGENCY FOR PROVIDING SERVICES

SR.	Description	Particulars to be filled
1	Name of agency	
2	(a) Status of Agency (individual, partnership firm/ Pvt. Ltd. Company, Society)	
	(b) Registration No. (Please attach photo copy of Registration Certificate)	
	(c) Establishment (Year)	
3	Permanent address	
4	Telephone/Mobiles Number	
5	Fax No. E-mail I.D.	
6	Authorized Signatory	
7	P.F Regn. No. (Please attach copy)	
8	ESI Regn. No. (Please attach copy)	
9	Service Tax Regn. No. (Please attach copy)	
10	PAN Number of Agency (Please attach copy)	
11	TAN Number of Agency (Please attach copy)	
12	Number of Employees at present working with Agency	
13	Number of present Clients with list	
14	Turnover of Last Three Years.	
15	Performance Report from Clients (to be attached preferably from any star catering Hotels/Renowned institution)	